

AGREEMENT

between

LB&B ASSOCIATES INC.

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 99

for

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
GODDARD SPACE FLIGHT CENTER  
GREENBELT, MARYLAND

December 1, 2001 to November 30, 2005

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## AGREEMENT

This Agreement made between Local 99-99A, International Union of Operating Engineers, affiliated with the Metropolitan Washington Council, AFL-CIO, party of the first part (hereinafter referred to as the "Union") and LB&B Associates Inc. (LB&B), party of the second part (hereinafter referred to as the "Employer").

Whereas, the Employer has entered into a facility operation and maintenance service agreement with the National Aeronautics and Space Administration (NASA) at Goddard Space Flight Center (GSFC) in Greenbelt, Maryland.

Therefore, it is hereby agreed between the Employer and the Union that the collective bargaining agreement covering the services of employees of the Employer shall be subordinated to the NASA contract and entered into in conjunction with the performance thereof.

That for the purpose of mutual understanding, and in order that a harmonious relationship may exist between the employer and the employees in the unit herein defined, and to the end that continuous and efficient service may be rendered by both parties for the mutual benefit of both, it is hereby agreed that:

### ARTICLE I UNION RECOGNITION

**Section 1. Union Recognition.** The Employer recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all full-time and regular part-time employees identified in Exhibit A hereto, but excluding all other employees, including Project Manager, Assistant Project Manager, Productivity Administrator, Safety/Quality Control Administrator, Office Manager Assistant, Accountants, RCM Coordinator, Construction Program Administrator, Construction Coordinators, professional employees, inspectors, shift supervisors, managers, office clerical employees,

temporary employees and all other employees classified as exempt under the Service Contract Act, guards and supervisors as defined in the Act.

**Section 2. Shop Stewards.** The Employer agrees to recognize a maximum number of three Shop Stewards, one of whom shall be designated as the Chief Steward. One Steward each shall be appointed from the employees assigned to Mission Support, Emergency Console, and Maintenance. The Employer will pay the Steward when meeting with the Employer during normal working hours to properly handle grievances with the exception of arbitration, which shall not be at the Employer's expense. Such meetings will not interfere with normal production demands. Otherwise, the Stewards shall investigate and/or process grievances outside of working hours. Each steward shall be the last laid off from within their wage classification as identified on Exhibit A.

**Section 3. Scope of Work.** Work performed by bargaining unit employees shall be defined as follows: Facility operations, maintenance, repair work, minor construction work and work reception functions assigned to the Employer under their contract with the National Aeronautics and Space Administration at GSFC in Greenbelt, Maryland.

Non-bargaining unit personnel shall be permitted to perform the above work in emergency situations or to train employees. Non-bargaining unit personnel may man and operate the utility control consoles located in buildings 3 and 24.

**Section 4. Union Access.** The Union's Business Manager or Business Representative shall be permitted access to the property in order to meet with employees or management contingent upon the following conditions: (a) the meeting must be scheduled in advance and access must be approved by the Project Manager; (b) any and all access to Goddard Space Flight Center shall be subject to all Federal Security Requirements; (c) there shall be no interference and/or interruption of business operations as a result of such visit; (d) such visit shall be before or after a regular shift unless the Project Manager agrees that such meeting may take place on Company time.

The granting of access by the Project Manager as set forth above shall not be unreasonably denied. It is further understood that the Business Manager or Business Representative and the Project Manager shall meet quarterly to discuss matters relating to the administration of the collective bargaining agreement.

**Section 5. Union Membership and Check off.**

(a) **Union Membership:** In accordance with the provisions of the Labor-Management Relations Act, 1947, all employees covered by this Agreement shall, within thirty (30) days from and after the effective date of this Agreement, as hereinafter set forth, or within thirty (30) days after their employment during the term of this Agreement, become members of the Union and retain such membership during the period of this Agreement.

(b) **Union Dues Check-Off:** The Employer will deduct Union dues from the pay of each employee, upon each employee's signing of a dues deduction authorization card in the form agreed to between the Employer and the duly designated officer of the Union. The Employer shall remit all dues deductions to the Financial Secretary of the International Union of Operating Engineers, Local 99 on a monthly basis.

(c) **Good Standing:** Subject to the provisions of the Act, the Employer shall, within five (5) working days after receipt of written notice from the Union, discharge any employee who is not in good standing in the Union as defined in the Act and as required by subsection (a) above. The Union agrees to indemnify and save the Company harmless from any and all liability and damages arising from any action or claim brought by an employee as a result of the Company's discharge of any employee pursuant to the Union's instruction. Such indemnification shall include attorneys' fees, provided, however, that the Union may elect to designate its own counsel to defend the Company's conduct with respect to such discharge.

Section 6. Qualifications. In determining the qualifications of new employees, the Employer shall have the final decision as to the qualification of the employee. The Government shall have the right to disapprove the hire of any new employee.

Section 7. Discipline and Discharge.

(a). Discipline Procedure: The Company reserves the right to discharge any employee for just cause. No employee shall be discharged, except as hereinafter provided, unless he/she shall have been given warning notices, in writing. Such notice shall state the complaints of the Company. The employee shall abide by the Company's Policy and Procedure Manual.

1<sup>st</sup> Offense – Written Warning/Oral Warning; as decided by the Employer in response to the nature of the offense.

2<sup>nd</sup> Offense – Written Warning or Discharge

3<sup>rd</sup> Offense – Discharge

(b). Legitimate Causes for Discharge: No warning notices need to be given to an employee before the employee is discharged if the cause of such discharge is for proven dishonesty, illegal drug sale, use, possession or impairment, drunkenness, willful destruction of property, or willful damage of equipment or negligence on the part of the employee, or other reasons in accordance with Company Policy.

Section 8. Termination of Seniority: Any employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- a) Discharge for just cause; quit, retirement, or resignation;
- b) Failure to give notice of intent to work after recall within five (5) working days, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;
- c) Time lapse of eighteen (18) months, or for a period equal to the employee's seniority (whichever is less) since the last day of actual work for the Employer;
- d) Failure to return to work upon expiration of a leave of absence;

- e) Absence in excess of eighteen (18) months due to physical disability provided, however, that where such absence is due to compensable disability incurred during the course of such employment, such absence shall not break continuous service, provided that such individual has returned to work within a seven (7) calendar day period after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment. Upon return to work from period of Disability, the employee must present appropriate documentation verifying his/her availability date and medical release.

Section 9. Seniority List: The Employer agrees to provide to the union a seniority list on a semi-annual basis to include the name, job classification, and the date of hire of all employees. The Employer further agrees to provide a list of all newly hired employees each month to the Union with their date of hire.

## ARTICLE II MANAGEMENT RIGHTS CLAUSE

Section 1. Retention of Management Prerogatives. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent management rights, prerogatives and functions customarily and traditionally exercised by the Employer to operate its business and direct its employees are hereby expressly reserved and vested exclusively by and to the Employer. These rights include, but are not limited to, the right to determine prices of services, volumes of production and methods of financing; to drop or add a service line; to sell, merge, reorganize, consolidate, or lease the business, or any part thereof; to establish, revise or continue policies, practices, or procedures for the conduct of the business; and from time to time, to change or abolish such policies, practices or procedures; the right to determine, and from time to time, re-determine the number, location, relocation and types of its operations, and the methods, processes and materials to be employed; to discontinue processes or operations or to discontinue their performance by employees of the Employer and to subcontract same; to determine the numbers of hours per day and per week operations shall be carried on; to select and assign work to such employees in accordance with the requirements determined by Management; to require physical examination and substance abuse screening of employees in accordance with the Employer's



Substance Abuse Policy; to determine the existence of the lack of work; to make and enforce reasonable rules for maintenance of discipline or efficiency; to suspend, discharge or otherwise discipline employees for cause; and to take such measures as Management of the Employer may determine to be necessary for the orderly, efficient and profitable operation of the business.

### ARTICLE III WAGES, HOURS AND OVERTIME

Section 1. Wages. Wages and classifications of positions shall be as shown in Exhibit A.

It is understood that in cases of emergencies or where there are shortages of manpower, the Employer may temporarily assign bargaining unit personnel to other classifications. In such cases, there shall be no loss of pay. All wages are to be paid semi-monthly on the 15<sup>th</sup> and the last day of the month.

Section 2. Shift Differential. The Employer shall determine the number of shifts and the number of employees on each shift. Employees working the second shift shall receive a shift differential of sixty cents (60¢). Employees working the third shift shall receive a shift differential of seventy-five cents (75¢).

Section 3. Workweek. The regular workweek for payroll purposes shall commence at 0.001 a.m. Monday and shall end at 12:00 Midnight the following Sunday. The regular workweek shall consist of five eight-hour days. Employees shall have two consecutive days off during the workweek unless they request split days off and such a request is consistent with efficient operations as defined by the Employer.

The hours for each shift shall be established by the Employer and shall be posted. Should these hours require change as determined by the Employer, the Union and the employees affected shall be given seven days advance notice of any change. It is understood that the schedule may be varied by the Employer in the event that an emergency arises requiring that the particular employees remain on or return to the premises at a time other than their posted work schedule.

All employees except Mission Support Group and Console Building Engineers shall have a one-half hour unpaid lunch. Mission Support Group and Console Building Engineers shall have no specified lunch period but shall be expected to perform their duties throughout their shift as the need arises. It is understood that they may break for lunch during their shift for a short period of time when their work permits.

**Section 4. Overtime.** Except as indicated elsewhere in this Agreement, only hours worked in excess of forty (40) hours per week shall be paid at one and one-half times the regular rate of pay. Holidays and vacation days shall be considered hours worked for purposes of computing overtime. Jury duty, paid sick leave and paid funeral leave shall not be considered hours worked for purposes of computing overtime. The Employer may not temporarily layoff an employee during a week in order to avoid an overtime pay obligation.

An employee may not refuse overtime. The employee may, however, obtain a replacement from the current roster of employees to fulfill that employee's overtime obligation. In such cases, the employee must first obtain approval from the Project Manager that such a replacement is qualified to perform the work. Refusal to perform assigned overtime may subject an employee to discipline.

**Section 5. Call Back.** Any employee called back to work after having completed his/her regular shift and gone home shall receive a minimum of four (4) hours pay at his or her regular rate of pay. An employee shall not be deemed to have been called back under the provisions of this Section unless requested to work after having signed out and physically departed the Employer's premises.

**Section 6. Mission Support Group Premium.** In addition to the Shift Differential reflected in Section 2 above, employees working in Mission Support who have one year of service in Mission Support and who have met all the security requirements and other elements that are

required to work in the area will receive a premium of fifty cents (50¢) per hour effective December 1, 2001. Commencing December 1, 2003, the premium will be increased to fifty-five cents (55¢) per hour. Effective December 1, 2004, the premium will be sixty cents (60¢) per hour.

#### ARTICLE IV VACATIONS, HOLIDAYS AND SICK LEAVE

Section 1. Vacations. Vacations shall be taken during the twelve (12) month period following the anniversary date of employment. Vacations cannot be accumulated.

Should the Company deem it necessary to require that the employee work during the employee's scheduled vacation period, pay in accordance with the vacation schedule may be granted to said employee at his request in lieu of actual time off in addition to the employee's regular earnings, or the employee may reschedule his or her vacation, provided it does not interfere with the Company's operations. All employees will be encouraged to use their vacation each year and the Employer will make every effort to approve requested leave consistent with operational requirements. The Employer will make every maximum effort to insure that employees do not lose non-refundable deposits in connection with their vacation.

Each employee covered by the terms of this Agreement who has worked continuously in the employ of the Employer or the predecessor Employer at NASA, GSFC, for the following period shall be entitled to vacations as shown below, based upon the employee's adjusted anniversary date and the employee's length of service.

|                                   |                           |
|-----------------------------------|---------------------------|
| After one (1) year's service      | two (2) weeks' vacation   |
| After five (5) year's service     | three (3) weeks' vacation |
| After fifteen (15) year's service | four (4) weeks' vacation  |
| After twenty (20) year's service  | five (5) weeks' vacation  |

Provided further that in order for an employee to obtain full vacation for the succeeding year, an employee in their previous anniversary year must have worked 1500 hours. Proportional

amounts of an employee's full vacation as set forth above shall be extended to an employee who works less than 1500 hours in the previous anniversary years based on the following schedule:

|                        |   |                 |
|------------------------|---|-----------------|
| 1350-1499 hours worked | - | 80% of vacation |
| 1050-1349 hours worked | - | 60% of vacation |
| 800-1049 hours worked  | - | 40% of vacation |
| 500- 799 hours worked  | - | 20% of vacation |
| Under 500 hours worked | - | no vacation     |

For purposes of determining hours worked in a previous anniversary year, work time lost due to compensable injury shall count as hours worked.

Time for taking said vacations shall be at the discretion of the Employer. Should a recognized holiday occur during an employee's vacation, he/she shall receive an additional day's vacation with pay. An employee terminated for just cause or an employee who quits without giving two weeks' notice shall forfeit receiving vacation pay.

**Section 2. Holidays.** The following holidays are recognized and employees shall receive a day's pay for same:

|                               |                  |
|-------------------------------|------------------|
| New Year's Day                | Labor Day        |
| Martin Luther King's Birthday | Columbus Day     |
| Presidents' Day               | Veteran's Day    |
| Memorial Day                  | Thanksgiving Day |
| Independence Day              | Christmas Day    |

(a) If an employee works on any of these holidays, he/she shall be paid at two (2) times the basic rate for all hours worked up to eight (8) hours. This includes eight (8) hours of holiday pay and up to eight (8) hours at the basic rate for hours worked. Hours in excess of eight (8) worked on a holiday will be paid at time and one half. Employees who work on a

holiday and who subsequently complete a 40-hour work week (work 40 non-overtime hours in a work week) will be eligible for overtime pay on the last eight (8) hours worked, since the holiday pay is considered hours worked for overtime compensation purposes. No employee shall be assigned to work less than four (4) hours on a holiday to perform normal work nor less than four (4) hours to perform emergency repairs.

(b) Should a holiday fall on a weekend, the day designated by the Project Manager in consultation with the customer shall be recognized as the holiday.

(c) When, due to weather emergency reasons, the Government shuts down the operation, employees who are specifically required to continue to work or who are called in to work will be compensated at one and one-half (1½) their normal straight rate for all hours worked that day whether or not those employees worked in excess of forty (40) hours.

(d) Workers other than those identified in the subsection (c) shall be paid for their scheduled work hours should the government close the center for weather or administrative reasons. In such case, such hours shall not constitute hours worked for computing overtime.

(e) Holiday pay is compensated at eight (8) hours of the basic hourly rate for each employee. No services are expected to be performed to receive holiday pay. Payment of such holiday pay, however shall be made only if the employee is in active pay status immediately before and after the holiday.

**Section 3. Sick Leave.** Each employee covered under the terms of this Agreement shall be entitled to five (5) days' sick leave per contract year. Sick leave will accrue at the rate of 1.666 hours per pay period. It may be used due to an employee's or family member's illness.

Employees shall be paid the first pay period in October for all unused accrued sick leave in excess of ten (10) days each year of this Agreement.

The Employer may require an employee to provide a doctor's note after three (3) consecutive days absent, or any three (3) absences within ten (10) working days.

Section 4. Utilization of Leave. Employees shall be permitted to take vacation or sick leave in increments as small as one-tenth of an hour. The employee shall give as much notice as is possible. Such leave will not be denied unless the Employer has no reasonable suitable means of performing the work of the employee. In cases of vacation in excess of one day, two weeks' notice shall be required. The Employer retains the authority to deny any vacation or sick leave request in emergency situations.

Section 5. Unpaid Leave. When paid leave is exhausted, an employee may request up to two weeks of unpaid leave. This leave shall be granted or denied completely at the Employer's discretion. This provision is not intended to add additional unpaid leave for which the employee is eligible under the Family and Medical Leave Act.

## ARTICLE V MISCELLANEOUS

Section 1. No Side Agreements. The Employer shall not enter into any agreement with any employee covered by this Agreement, the terms of which conflict with the terms of this Agreement.

Section 2. Military Leave. The Employer agrees to participate under the terms of the "*Ready Reserve Act*" and allow its employees to be excused from duty to participate in Military Reserves and National Guard activities. Any employee covered by this Agreement, who enters the military service of the United States of America during a war in which our Country is involved, shall be considered on leave of absence and shall retain his/her seniority during such service and be returned to his/her former or comparable position upon the honorable discharge from such service and who is in compliance with existing governmental regulations regarding re-employment rights.

Section 3. Changes in Law. In the event that any provision of this Agreement shall subsequently be determined to be unlawful or invalid, the remainder of this Agreement, not so

determined to be unlawful or invalid, shall be unaffected thereby and shall remain in full force and effect and binding upon the parties hereto.

**Section 4. Uniforms.** The Employer agrees to continue to provide uniforms at its cost. The Employer will provide a basic issue of ten shirts, five pair of pants and one pair of steel-toed Safety Shoes. Three replacement shirts shall be provided the following year. A replacement pair of Safety Shoes shall be provided every other year. The employee shall be responsible for the laundry of the uniforms.

**Section 5. Tools.** With the exception of minor hand tools (see Exhibit B), the Employer shall furnish tools and equipment necessary for the employees to accomplish required work. Tools or equipment issued to the employees by the Employer shall be the responsibility of the employee. The employee shall take reasonable care to operate and safeguard the Employer's tools and equipment. The employee shall make the Employer whole for losses due to negligence or carelessness on the part of the employee.

**Section 6. Jury Duty.** Employees actually serving on juries shall receive the difference between their straight-time weekly basic pay and the amount received while on jury duty not to exceed forty (40) hours each year. They will be expected to work their regularly posted schedules on days when the jury is not in session. Proof of Jury Service and payment by the Court is required prior to payment thereof.

**Section 7. Funeral Leave.** It is recognized by the Employer and Union that five (5) consecutive calendar days may be needed by an employee to attend a funeral service of a spouse, child, or parent and three (3) consecutive calendar days may be needed by an employee to attend a funeral service of a sister, brother, parent-in-law, or grandparent. If any of these days are working days, the employee shall suffer no loss in pay. One (1) of the days shall be the day of the funeral. No employee shall receive pay for any part of funeral leave that occurs during previously scheduled

or regular time off, or when the employee is absent from work for other reasons. In no event shall pay for funeral leave be in excess of eight (8) hours per day at straight time. Before payment, the Employer may require proof of death.

Section 8. Training/Education. The Employer will reimburse the Employee for job related education expenses in accordance with Company policy. All permanent full-time employees with at least six months of service with LB&B are eligible for participation in the training/education tuition reimbursement program. Classes must be approved by the Employer in advance and completed by the employee with a passing grade. The Employee shall be reimbursed once a final grade and billing statement is given to the Employer. Reimbursement for graduate and undergraduate courses will not exceed \$1,500.00 a semester and \$3,000.00 an academic year. Reimbursement will include payment for tuition and shall be based on the actual grade achieved by the employee: 100% reimbursement for an "A", 75% reimbursement for a "B", and 50% reimbursement for a "C". An employee who receives reimbursement under this policy must remain as an employee of LB&B Associates Inc. for eighteen (18) months subsequent to reimbursement. Should the employee leave on his or her own volition, he or she will be required to reimburse LB&B for the full tuition amount received under this program.

Section 9. Safety. The Employer, Union and all employees agree to cooperate toward the objective of eliminating accidents and health hazards. The Union agrees that the Employer may discipline employees covered by this Agreement who violate safety rules and expose themselves or any individual to unsafe acts which could result in serious bodily harm. All discharges shall be subject to the Grievance and Arbitration Procedures set forth in Article VII of this Agreement.

Section 10. Probationary Employees. The first ninety (90) calendar days of employment shall constitute a probationary period during which an employee may be discharged with or without cause.



Section 11. JAC Contributions. The Employer agrees to contribute the following sums per quarter, per employee covered herein to the Apprenticeship Fund of the International Union of Operating Engineers and Participating Employers.

| Effective 12/01/2001 | Effective 12/01/2002 | Effective 12/01/2003 | Effective 12/01/2004 |
|----------------------|----------------------|----------------------|----------------------|
| \$30.00 per quarter  | \$30.00 per quarter  | \$40.00 per quarter  | \$40.00 per quarter  |

## ARTICLE VI HEALTH AND WELFARE AND PENSION BENEFITS

Section 1. Health and Welfare. The Employer agrees to make contributions to the Health and Welfare Trust Fund for the International Union of Operating Engineers Local 99 and 99A (the "Health Care Plan") for all bargaining unit employees. Employees shall be entitled to the same level of benefits throughout the duration of this Agreement. Contributions by the Employer shall be monthly at the following amounts:

|                 | 11/30/2001 | 1/01/2002 | 1/01/2003 | 1/01/2004 | 1/01/2005 |
|-----------------|------------|-----------|-----------|-----------|-----------|
| Single coverage | \$274.00   | \$274.00  | \$274.00  | \$274.00  | \$274.00  |
| Family coverage | \$410.00   | \$475.00  | \$515.00  | \$555.00  | \$600.00  |

The single coverage amount constitutes the entire current cost for all benefits provided. If the cost of family coverage should exceed the amounts shown above, it is understood that the remaining monthly cost shall be paid by the employees should they choose family coverage. The employee share of family coverage shall be deducted from the paycheck of each employee who participates in family coverage at the rate of one half the monthly contribution per pay period (24 pay periods).

Should the Fund Trustees determine that an increase in cost is warranted for either single or family coverage or both during the term of this Agreement and during any hiatus in advance of any renewal agreement, if any, such additional cost shall be borne exclusively by the employees. In the

event that there is a decrease in the premium of the Health and Welfare Plan during the term of this Agreement and during any hiatus in advance of any renewal agreement, the Employer agrees to contribute the difference in savings to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

Section 2. Pension. Commencing December 1, 2001, the Employer agrees to participate in the International Union of Operating Engineers and Participating Employers Central Pension Fund by contributing 4.0% (four percent) of gross wages paid for each bargaining unit employee to the Fund. Commencing December 1, 2002, the Employer shall contribute 4.5% (four and one half percent) of gross wages paid for each bargaining unit employee to the Fund. Commencing December 1, 2003 the Employer shall contribute 5.0% (five percent) of gross wages paid for each bargaining unit employee to the Fund.

## ARTICLE VII GRIEVANCE AND ARBITRATION

Section 1. Grievances. Only grievances or disputes relating to the provisions of this Agreement are subject to the following procedure.

Section 2. Processing of Grievances. All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than five (5) working days if the complaint relates to a discharge, or later than ten (10) calendar days from the date the person knew or should have known about any other type of grievance. Each grievance must be in writing and set forth the subject matter of the grievance, the contract provisions(s) claimed to have been violated and the name of the grievant.

STEP 1. Between the Supervisor and the Shop Steward. The first step meeting shall be held within seventy-two (72) hours from the date the grievance is filed with the Company unless a new date is set by mutual agreement. The Supervisor shall give the Shop Steward a written reply to the

grievance within five (5) working days after the meeting with the Shop Steward. If this reply is unsatisfactory, the Shop Steward may appeal the decision to Step 2, provided such appeal is made within five (5) working days after the receipt of the Supervisor's reply.

**STEP 2.** A meeting in Step 2 between the Project Manager or designee and the Business Representative or a designated representative of the Union shall be held within seven (7) working days after receipt by the Company of a Notice of Appeal, unless another date is jointly agreed to by the Company and the Union. The Employer shall make a reply in writing no later than seven (7) working days after meeting with the Business Representative.

**Section 3. Arbitration.** In the event that the matter remains unresolved after the second step, either party may, within fifteen (15) working days and upon written notice to the other party, refer the matter to binding arbitration. The parties shall select an arbitrator by the alternate striking method from a list obtained from the American Arbitration Association.

The parties agree that the decision or award of such Arbitrator shall be final and binding on each of the parties and that they will abide thereby. The authority of the Arbitrator shall be limited to determining questions involving the interpretation or application of specific provisions of this Agreement, and no other matter shall be subject to Arbitration hereunder. The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of the Agreement, to change an existing salary rate or to establish a new salary rate.

Each party shall bear the expenses of preparing and presenting its own case. The cost of the Arbitrator's services and any other expenses incidental to the Arbitration shall be borne equally by the parties.

**Section 4. Time of the Essence.** Time is of the essence and it shall be expected that the time periods set forth above shall be followed; provided, however, that should the Employer or the Union fail to respond on a timely basis at either Step 1 or Step 2, the grievance shall be deemed

denied and proceed to the next step as set forth above up to and including arbitration.

Section 5. New Agreement. It is agreed that any difference arising incident to the negotiations of terms of a new Agreement are not covered by this Article.

### ARTICLE VIII NO STRIKE OR LOCKOUT

During the term of this Agreement, there shall be no strike, sympathy strike, slowdown, picketing or any interference with the Employer's operation and service by the Union or the employees, nor shall there be any lockout of the employees on the part of the Employer. In the event of a strike or the occurrence of any of the above type of conduct in violation of this Article, the Union shall take all affirmative steps to advise employees that such conduct is unlawful and that the employees involved are subject to discipline up to and including termination.

### ARTICLE IX NONDISCRIMINATION

The Employer and the Union will comply with all federal, state and local laws preventing discrimination against any employee because of race, color, religion, sex, national origin, age, disability, or veteran status. Should the Employer apply to the Union business office for new help, the Union agrees that it will make every effort to furnish competent help without discrimination because of race, color, religion, age, sex, national origin, disability/handicap, pregnancy status, marital status, veterans status or membership or non-membership in the Union. The Employer shall have the right after five (5) days to fill the position from the outside. The Employer agrees to notify the Union of the names and addresses of any new employees no later than fifteen days from their date of employment.

### ARTICLE X LAYOFF AND RECALL

Each separate wage classification as identified in Exhibit A shall constitute a separate seniority roster for layoff and recall. Consistent with the Management Rights Clause, the Employer

shall determine whether layoffs should occur and, following layoff, whether a recall should occur. Employees shall be laid off by wage classification as determined by the Employer. The Employer may layoff by taking into primary consideration the work ability and performance of each of the employees in the affected classification. The Employer's determination of work ability and performance shall not be subject to reversal unless deemed to be without any credible basis. The Employer and the Union recognize this process is subject to the Grievance and Arbitration provisions. In the event that the Employer concludes that the work performance and ability of two or more employees for layoff selection is relatively equal, seniority shall be the determining factor. Recall shall be in the reverse order of layoff. Employees laid off shall advise the Employer of any change of address or forfeit their right to recall. Employees shall maintain recall rights for eighteen months. Employees recalled shall retain their full seniority up to the time that employee was laid off.

Employees subject to layoff may bump to a lower classification provided that they had performed the job on a permanent basis for this Employer for a reasonable period of time and are more senior than the employee then subject to being bumped.

All promotions shall be based on an employee's abilities and work performance. In the event the Employer concludes that the work performance and ability of two or more employees are relatively equal, then seniority shall be the determining factor in the selection for promotion. The Employer may select outside candidates over qualified employees when the Employer determines that the outside candidate's qualifications are clearly superior. All decisions regarding promotion, including a decision to hire from outside rather than promote, shall not be subject to reversal unless deemed to be wholly without any credible basis. All selections to supervision and/or management are completely outside this Article and this Agreement and are completely within the Employer's discretion.

## ARTICLE XI ZIPPER CLAUSE

This Agreement sets forth all terms of compensation and benefits to which unit members are entitled during their employment while this Agreement is in effect. The Employer is not obligated to bargain over any further terms of employment during the term of this Agreement. To the extent that this Agreement sets forth terms and conditions of employment of unit members, such terms and conditions shall be binding on the parties. Employees understand that they must conform to Employer policies and procedures as they exist except as otherwise provided for in this Agreement.

## ARTICLE XII TERM OF AGREEMENT

This Agreement shall be in full force and effect from December 1, 2001 to and including the 30th day of November, 2005 and shall renew from year to year unless not less than sixty (60) or more than ninety (90) days prior to an anniversary date of this Agreement written notice is given by either party that that party wishes to terminate the Agreement. IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

For: LB&B Associates Inc.

By:

Lily A. Liang Brandon  
Lily A. Liang Brandon, President & CEO

By:

Jennifer Gross  
Jennifer Gross, Human Resources Manager

Date:

For:

International Union of Operating Engineers, Local 99-99A, AFL-CIO

By:

Louis J. Cernak, Jr.  
Louis J. Cernak, Jr., Business Manager

By:

Don L. Bauman  
Don L. Bauman, President

By:

Michael R. Murphy  
Michael R. Murphy, Recording Corresponding Secretary

Date:

12/11/2001

# EXHIBIT A WAGES AND CLASSIFICATIONS

The wages of the employees shall not be less than the following amounts per hour:

| CLASSIFICATION                     | As of<br>10/1/2000 | Effective<br>12/1/2001 | Effective<br>12/1/2002 | Effective<br>12/1/2003 | Effective<br>12/1/2004 |
|------------------------------------|--------------------|------------------------|------------------------|------------------------|------------------------|
| Stationary Engineer                | \$20.00            | \$20.90                | \$21.63                | \$22.39                | \$23.17                |
| HVAC Controls Technician           | \$20.00            | \$20.90                | \$21.63                | \$22.39                | \$23.17                |
| Fire Protection System<br>Mechanic | \$20.00            | \$20.90                | \$21.63                | \$22.39                | \$23.17                |
| Maintenance Electrician            | \$20.00            | \$21.40                | \$22.15                | \$22.92                | \$23.73                |
| Maintenance Machinist              | \$21.42            | \$22.38                | \$23.17                | \$23.98                | \$24.82                |
| Machinery Mechanic                 | \$20.00            | \$20.90                | \$21.63                | \$22.39                | \$23.17                |
| Maintenance Insulator              | \$20.00            | \$20.90                | \$21.63                | \$22.39                | \$23.17                |
| Sheet Metal Mechanic               | \$20.00            | \$20.90                | \$21.63                | \$22.39                | \$23.17                |
| Refrigeration Mechanic             | \$20.00            | \$20.90                | \$21.63                | \$22.39                | \$23.17                |
| Facilities Mechanic                | \$20.00            | \$20.90                | \$21.63                | \$22.39                | \$23.17                |
| HVAC PM Mechanic                   | \$20.00            | \$20.90                | \$21.63                | \$22.39                | \$23.17                |
| Woodcrafter                        | \$20.00            | \$20.90                | \$21.63                | \$22.39                | \$23.17                |
| Maintenance Carpenter              | \$18.97            | \$19.82                | \$20.52                | \$21.24                | \$21.98                |
| Maintenance Pipefitter             | \$20.00            | \$20.90                | \$21.63                | \$22.39                | \$23.17                |
| Maintenance Plumber                | \$18.97            | \$19.82                | \$20.52                | \$21.24                | \$21.98                |
| Maintenance Painter                | \$18.97            | \$19.82                | \$20.52                | \$21.24                | \$21.98                |
| Service Order Dispatcher           | \$16.32            | \$17.05                | \$17.65                | \$18.27                | \$18.91                |
| Maintenance Trades Helper          | \$14.55            | \$15.20                | \$15.74                | \$16.29                | \$16.86                |
| Engineering Technician             | -----              | \$24.00                | \$24.84                | \$25.71                | \$26.61                |

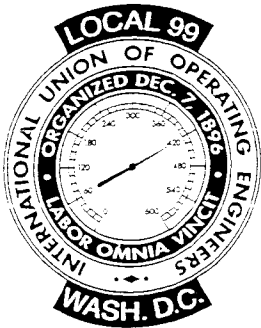
Lead Mechanics shall be paid an additional 10% per hour above journeyman scale.



The wages of the Apprentice Engineer shall be based on the Engineer's wage scale and shall be as follows:

- 50% for the first six months of apprenticeship
- 55% for the second six months of apprenticeship
- 60% for the third six months of apprenticeship
- 65% for the fourth six months of apprenticeship
- 70% for the fifth six months of apprenticeship
- 75% for the sixth six months of apprenticeship
- 80% for the seventh six months of apprenticeship
- 85% for the eighth six months of apprenticeship

The apprenticeship shall be for a period of not more than four (4) years.



# INTERNATIONAL UNION OF OPERATING ENGINEERS

Local 99, 99-A, 99-C, 99-O

AFFILIATED WITH THE AFL-CIO

2461 Wisconsin Avenue, N.W., Washington, D.C. 20007-1862

(202) 337-0099 Fax (202) 625-7982

Michael R. Murphy  
*Business Manager*

Don L. Bauman, Jr.  
*President*

R. Wayne Callaway  
*Vice President*

William F. Hawkins, Jr.  
*Treasurer*

Harry Geety, III  
*Recording Corresponding  
Secretary*

Glenn M. Tolbert  
*Financial Secretary*

ADDENDUM TO THE AGREEMENT BETWEEN  
LB & B ASSOCIATES  
AND  
LOCAL 99, INTERNATIONAL UNION OF OPERATING ENGINEERS  
FOR  
GODDARD SPACE FLIGHT CENTER,  
GREENBELT, MD

Add the following classification to the current Collective Bargaining Agreement

Exhibit "A" the wages for the following classifications shall not be less than the amounts listed below.

| Classification      | Effective 10/01/03 | Effective 12/01/03 | Effective 12/01/04 |
|---------------------|--------------------|--------------------|--------------------|
| HVAC PM Mechanic II | \$17.30            | \$17.91            | \$18.54            |

The HVAC PM Mechanic will collect operations data, but shall not be required to analyze such data.  
He/She shall be allowed to perform other duties as assigned such as change filters, clean coils. Etc.

All other terms and conditions of the Agreement apply to these classifications

For:  
LB & B Associates

For:  
International Union  
of Operating Engineers, Local 99

By:

Riley A. Brandon

By:

Michael R. Murphy  
Michael R. Murphy  
Business Manager

Title:

President & CEO

Date:

Oct 26, 2003

Date:

10-14-2003

# EXHIBIT B

## REQUIRED TOOL LIST

The following tools are the ~~minimum~~ required to be furnished by each employee, regardless of employee classification. Additional tools may be furnished by the employee at the employee's discretion. No hand tools which are considered "tools of the trade" will be provided by the employer.

### Flat Blade Screwdriver:

- 1 - 1/4" x 1" blade (stubby)
- 1 - 3/16" x 3" blade
- 1 - 1/4" x 4" blade
- 1 - 5/16" x 6" blade
- 1 - 3/8" x 8" blade

### Phillips (cross-tip) Screwdriver:

- 1 - 1" blade (stubby)
- 1 - 4" blade
- 1 - 6" blade

### Wrenches:

- 5/16" through 15/16" open, box or combination wrench set
- 5/64" through 3/8" allen head wrench set
- 1 - 6" adjustable wrench
- 1 - 10" adjustable wrench
- 5/16" through 15/16" socket wrench set, 3/8" or 1/2" drive

### Pliers:

- 1 - slip-joint pliers
- 1 - needle nose pliers
- 1 - channel lock pliers
- 1 - side-cutting pliers
- 1 - vise-gripe pliers

### Miscellaneous:

- 1 - tool bag/box
- 1 - ballpeen hammer
- 1 - utility/razor knife
- 1 - putty knife
- 1 - tape measure
- 1 - hacksaw
- 1 - flashlight
- 1 - center punch
- 1 - pin punch
- 1 - cold chisel
- 1 - 8" flat file
- 1 - 8" round file
- 1 - pry bar
- 1 - 3/16" through 1/2" nut driver set
- 1 - work gloves

|                  |              |         |               |              |   |
|------------------|--------------|---------|---------------|--------------|---|
| Post-it Fax Note | 7671         | Date    | 6-5-01        | 1 of 2 pages | 2 |
| To               | Larry Surin  | From    | Wes Fr. Latta |              |   |
| Co./Dept.        |              | Co.     |               |              |   |
| Phone #          |              | Phone # |               |              |   |
| Fax #            | 301-286-4828 | Fax #   |               |              |   |

## REQUIRED TOOL LIST (continued)

In addition to the minimum tools on the preceding page, the following classifications must furnish the tools listed below:

|                |  |
|----------------|--|
| Carpenter:     | wood chisels<br>claw hammer<br>level<br>hand saw<br>square   |
| Plumber:       | tubing cutter<br>flaring tool<br>universal chain wrench<br>basin wrench<br>pipe wrenches<br>closet auger   |
| Pipefitter:    | universal chain wrench<br>pipe wrenches<br>torpedo level   |
| Electrician:   | lineman's pliers<br>wire strippers<br>torpedo level<br>fuse puller<br>multimeter<br>clamp-on ammeter   |
| HVAC Mech:     | multimeter<br>clamp-on ammeter<br>refrigeration gauges and hoses<br>tubing cutter<br>flaring tool<br>refrigerant leak detector<br>refrigeration wrenches |
| Engineer:      | multimeter<br>clamp-on ammeter   |
| Controls Tech: |  |

## **EXHIBIT B** **REQUIRED TOOLS LIST**

The following tools are the minimum required to be furnished by each employee regardless of employee classification. Additional tools may be furnished by the employee at the employee's discretion. The employer will provide no hand tools, which are considered "tools of the trade". Employees shall mark their tools with a unique identification marking.

|                              |                      |                     |
|------------------------------|----------------------|---------------------|
| Flat Blade Screwdriver:      |                      |                     |
| 1 - 1/4" x 1" blade (stubby) | 1 - 3/16" x 3" blade | 1 - 1/4" x 4" blade |
| 1 - 5/16" x 6" blade         | 1 - 3/8" x 8" blade  |                     |

|                                   |              |              |
|-----------------------------------|--------------|--------------|
| Phillips (cross-tip) Screwdriver: |              |              |
| 1 - 1" blade (stubby)             | 1 - 4" blade | 1 - 6" blade |

Wrenches:

- 5/16" through 15/16" open, box or combination wrench set
- 5/64" through 3/8" allen head wrench set
- 1 - 6" adjustable wrench      1 - 10" adjustable wrench
- 5/16" through 15/16" socket wrench set, 3/8" or 1/2" drive

|                         |                        |                         |
|-------------------------|------------------------|-------------------------|
| Pliers:                 |                        |                         |
| 1 - slip-joint pliers   | 1 - needle nose pliers | 1 - channel lock pliers |
| 1 - side-cutting pliers | 1 - vise grip pliers   |                         |

|                                       |                  |                     |
|---------------------------------------|------------------|---------------------|
| Miscellaneous:                        |                  |                     |
| 1 - pair work gloves                  | 1 - tool bag/box | 1 - ballpeen hammer |
| 1 - utility/razor knife               | 1 - putty knife  | 1 - tape measurer   |
| 1 - hacksaw                           | 1 - flashlight   | 1 - center punch    |
| 1 - pin punch                         | 1 - cold chisel  | 1 - 8" flat file    |
| 1 - 8" round file                     | 1 - pry bar      |                     |
| 1 - 3/16" through 1/2" nut driver set |                  |                     |

In addition to the minimum tools above, the following job classifications must furnish the tools listed below:

Carpenter:  
claw hammer  
wood chisels  
square  
level  
hand saw

Plumber:  
pipe wrenches up to 18"  
universal chain wrench  
basin wrench  
tubing cutter  
flaring tool  
closet auger

Pipefitter:  
pipe wrenches up to 18"  
universal chain wrench  
torpedo level

Electrician:  
lineman's pliers  
wire strippers  
torpedo level  
fuse puller

HVAC Mechanic:  
refrigeration wrenches  
tubing cutter  
flaring tool  
refrigerant leak detector